

# **EXHIBIT A**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK: CIVIL TERM PART 48

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ALTERRA AMERICA INSURANCE COMPANY,

Index No. 652813/2012

Plaintiff,

-against-

**STIPULATION AND ORDER  
FOR THE PRODUCTION  
AND EXCHANGE OF  
CONFIDENTIAL INFORMATION**

NATIONAL FOOTBALL LEAGUE AND NFL  
PROPERTIES LLC, ET AL

Defendants.

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DISCOVER PROPERTY & CASUALTY  
COMPANY, ET AL

Index No. 652933/2012

Plaintiffs,

-against-

NATIONAL FOOTBALL LEAGUE, NFL  
PROPERTIES LLC, ET AL

Defendants.

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This matter having come before the Court by stipulation of all parties to the above-captioned actions, for the entry of a protective order pursuant to CPLR 3103(a) limiting the review, copying, dissemination, and filing of confidential and/or proprietary documents and information to be produced by any party and their respective counsel or by any non-party in the course of this Litigation (as defined below) to the extent set forth below, and the parties, by, between, and among their respective counsel, having stipulated and agreed to the terms set forth herein, and good cause having been shown;

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IT IS hereby ORDERED that:

1. The parties consent to this Order to facilitate the production, exchange, and discovery of any type or form of document or information, whether physical or electronic (collectively "Documents") and any written or oral testimony (collectively "Testimony") that any party contends merits confidential treatment.
2. Any party or non-party may designate any Document produced or Testimony given in connection with the above-captioned actions (the "Litigation") as "Confidential" or "Attorneys' Eyes Only Information" by notation on the document, statement on the record of the deposition, written advice to the respective undersigned counsel for the parties hereto, or by other appropriate means under the terms of this Order. Any Document or Testimony may be designated as "Confidential Information" hereunder if the Designating Party (as defined below) believes in good faith that the Document or Testimony contains personal, commercial, or other sensitive information or trade secrets not generally available in the public domain, proprietary business information, competitively sensitive information, or other matter or information the disclosure of which would be detrimental to the conduct of the business or interests of the Designating Party (as defined below), or the business of any of that party's customers or clients or to the privacy interests of one or more individuals, or that, with respect to the National Football League ("NFL") and NFL Properties (collectively, the "NFL Parties"), the disclosure of such information may prejudice its position in now pending or future litigation for which it is seeking or may in the future seek insurance coverage. Any Document or Testimony may be designated as "Attorneys' Eyes Only Information" only if all of the requirements set forth in Paragraph 3(a) are satisfied. Any party designating Documents or Testimony as "Attorneys' Eyes Only Information" shall use its reasonable best efforts to limit any such designation to

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specific, limited portions of such Documents or Testimony.

3. As used herein:

- (a) "Attorneys' Eyes Only Information" is restricted solely to Documents or Testimony for which: (1) the Designating Party (as defined below) believes in good faith contains any matter that meets the requirements for being designated as "Confidential Information"; and (2) such Confidential Information, regardless of when created, directly concerns the soliciting, negotiation, procurement, underwriting, premium calculations or issuance of any insurance coverage subsequent to December 31, 2012. Attorneys' Eyes Only Information includes that portion of any pleading, brief, memorandum, report, or other document or testimony that reproduces, paraphrases, or in any way discloses information or matter specifically designated as "Attorneys' Eyes Only Information."
- (b) "Confidential Information" means all Documents or Testimony designated as "Confidential Information," any information or matter contained in those Documents or Testimony and that portion of any pleading, brief, memorandum, report, or other document or testimony that reproduces, paraphrases or in any way discloses information or matter contained in Documents or Testimony designated as "Confidential Information."
- (c) "Designating Party" means the party or non-party that designates Documents or Testimony as "Confidential Information" or "Attorneys' Eyes Only Information."
- (d) "Producing Party" means the parties to this Litigation and any non-parties producing Confidential Information or Attorneys' Eyes Only Information in connection with depositions, document production, or otherwise, or the party asserting the confidentiality privilege, as the case may be.

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(e) "Receiving Party" means any person or entity that receives Documents or Testimony designated as "Confidential Information" or "Attorneys' Eyes Only Information."

4. The Receiving Party may, within sixty (60) days of receipt thereof, notify the

Designating Party that the Receiving Party does not concur in the designation of a Document or Testimony as Confidential Information or Attorneys' Eyes Only Information by identifying the specific Bates number(s) or otherwise specifically identifying the Document or Testimony at issue. If the Designating Party does not agree to remove the designation of a Document or Testimony, the Receiving Party may move before the Court for an order removing the confidential designation of those Documents or Testimony at issue provided that any such motion is filed within one hundred and fifty (150) days of the receipt of the Documents or Testimony at issue. If no motion is filed, the Documents or Testimony shall continue to be treated as Confidential Information or Attorneys' Eyes Only Information. If a motion to remove the confidential designation is filed, the Documents or Testimony shall be deemed Confidential Information or Attorneys' Eyes Only Information unless and until the Court rules otherwise.

5. Confidential Information and Attorneys' Eyes Only Information shall be used by the Receiving Party and its counsel for purposes of this Litigation only and for no other purposes except that such information may also be used (a) to pursue and obtain reinsurance recoveries in a manner that would preserve its confidentiality as further set forth herein; and/or (b) to comply with any legal obligation of a party to disclose, maintain and preserve certain types of information as further set forth herein. Any person receiving Confidential Information or Attorneys' Eyes Only Information shall not reveal or discuss such information to or with any person not entitled to receive such information under the terms hereof.

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6. Except with the prior written consent of the Designating Party or by Order of the Court, Confidential Information shall not be furnished, shown, or disclosed to any person or entity except to the following individuals and for the following purposes only:

- (a) personnel of the parties, including third-party administrators acting or providing services on behalf of a party involved in the handling of the claims at issue, the Litigation or other proceedings herein, provided that such personnel (i) have been advised of their obligations hereunder, and (ii) are actually engaged in assisting in the preparation of this Litigation for trial or other proceedings herein, are supervising others actually engaged in assisting in the preparation of this Litigation for trial or other proceedings herein, or otherwise need to know such Confidential Information in order to discharge their job responsibilities;
- (b) counsel for the parties to this Litigation and their associated attorneys, paralegals, and other professional personnel (including support staff) who are directly assisting such counsel in the preparation of this Litigation for trial or other proceedings herein, are under the supervision or control of such counsel, and who have been advised by such counsel of their obligations hereunder;
- (c) expert witnesses or consultants retained by the parties or their counsel to furnish technical or expert services in connection with this Litigation or to give testimony with respect to the subject matter of this Litigation at trial or other proceedings herein, provided, however, that such Confidential Information is furnished, shown, or disclosed in accordance with paragraph 8 hereof;
- (d) the Court and court personnel, if filed in accordance with paragraph 13 hereof;

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- (e) an officer before whom a deposition is taken, including stenographic reporters, videographers, and any necessary secretarial, clerical, or other personnel of such officer, if furnished, shown, or disclosed in accordance with paragraph 11 hereof;
- (f) trial and deposition witnesses, if furnished, shown, or disclosed in accordance with paragraphs 10 and 11, respectively, hereof;
- (g) any party's members, outside accountants or auditors, and regulators or other government agencies requiring access to the Confidential Information;
- (h) any party's reinsurers, reinsurance intermediaries and retrocessionaires for the purpose of reinsurance or retrocession contract administration and billings; and
- (i) any other person agreed to in writing by the parties.

7. Except with the prior written consent of the Designating Party or by Order of the Court, Attorneys' Eyes Only Information shall not be furnished, shown, or disclosed to any person or entity except to the following individuals and for the following purposes only:

- (a) those persons described in any of paragraphs 6(c), 6(d), 6(e), 6(f) and 6(i);
- (b) outside counsel who represent the parties, regular and temporary employees and service vendors of such counsel (including outside copying services and outside litigation support services) assisting in the conduct of the Litigation, for use solely for the purposes of the Litigation in accordance with this Order;
- (c) in-house lawyers or claims representatives of a Receiving Party who do not advise and will not in the future advise the Receiving Party on current or prospective business dealings with the Designating Party;
- (d) any party's reinsurers, reinsurance intermediaries, and retrocessionaires for the purpose of reinsurance or retrocession contract administration and billings.

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8. Before any disclosure of Confidential Information or Attorneys' Eyes Only

Information is made pursuant to paragraph 6(c), counsel for the Receiving Party shall obtain the written agreement, in the form of Exhibit A attached hereto, that any party or person receiving such material shall comply with and be bound by the terms of this Order. To the extent that the person or party receiving such materials is designated as an expert witness in this Litigation, Counsel for the party obtaining the certificate shall supply a copy to counsel for the other parties at the time of the disclosure of the information required to be disclosed by CPLR 3101(d).

Before any disclosure of Confidential Information or Attorneys' Eyes Only Information is made pursuant to paragraphs 6(g), 6(h), 6(i) or 7(d), counsel for the Receiving Party shall advise any party or person receiving such material ("Secondary Recipient") of the terms of this Order and use reasonable efforts to obtain the written agreement, in the form of Exhibit A attached hereto, that any Secondary Recipient shall comply with and be bound by the terms of this Order; provided that at a minimum the Receiving Party must advise any Secondary Recipients of the terms of this Order and secure reasonable assurances that the Secondary Recipient to whom disclosure would be made will preserve the confidentiality of such information and use it solely for purposes permitted under this Order, including reinsurance or retrocession-related contract administration or billing.

9. All depositions shall presumptively be treated as Confidential Information and subject to this Order during the deposition and for a period of fifteen (15) days after a transcript of said deposition is actually received by counsel for all parties. At or before the end of such fifteen day period, the deposition shall be classified appropriately. If the deposition is not designated, in whole or in part, as Confidential Information or Attorneys' Eyes Only Information within fifteen days, it will no longer be treated as containing Confidential Information. If a party

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believes that portions of a deposition comprise Attorneys' Eyes Only Information, counsel shall so indicate on the record at the deposition and specifically identify the portions of the deposition to be treated as Attorneys' Eyes Only Information within five (5) business days of actual receipt of the transcript.

10. Should the need arise for any party or non-party to disclose Confidential Information or Attorneys' Eyes Only Information during any hearing or trial before the Court, including through argument or the presentation of evidence, such party may do so only after taking such steps as the Court, upon motion of the Designating Party, shall deem necessary to preserve the confidentiality of such Confidential Information or Attorneys' Eyes Only Information.

11. This Order shall not preclude counsel for the parties from using during any deposition in this Litigation any Documents or Testimony that have been designated as Confidential Information or Attorneys' Eyes Only Information under the terms hereof. Any stenographer and deposition witness who is given access to Confidential Information or Attorneys' Eyes Only Information shall, prior thereto, be provided with a copy of this Order and agree not to disclose Confidential Information or Attorneys' Eyes Only Information. Such agreement shall be noted on the deposition transcript or video.

12. If a party designates as Confidential Information or Attorneys' Eyes Only Information Documents or Testimony produced by another (such as the designation of Documents produced or Testimony given by a non-party), the Designating Party shall notify all counsel in writing of those Documents or Testimony or portions thereof, that are to be treated as Confidential Information or Attorneys' Eyes Only Information in accordance with this Order within thirty (30) days of receipt of notice of the designation.

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for the Designating Party. All Documents produced or Testimony given by a non-party shall be treated as Confidential Information for a period of thirty (30) days to permit counsel for the parties to determine whether to designate those materials as Confidential Information or whether to forgo any designation. If a party has a good faith reason to believe that the Documents or Testimony produced by another party or a non-party may contain Attorneys' Eyes Only Information, it may provisionally designate such materials as Attorneys' Eyes Only Information for a period of seven (7) days to permit it to review such Documents or Testimony. If the materials are not, within the seven-day period, designated as Attorneys' Eyes Only Information, they shall be treated as Confidential Information for the remainder of the thirty-day period specified above.

13. (a) A Receiving Party who seeks to file with the Court any matter that contains Confidential Information or Attorneys' Eyes Only Information, including for the avoidance of any doubt, any pleading, brief or motion paper, including without limitation any notice or memorandum of law, affidavit or declaration in support of such motion, that attaches, affixes, summarizes, excerpts or in any way discloses Confidential Information or Attorneys' Eyes Only Information, shall provide all other parties with seven (7) days written notice of its intent to file such material with the Court, so that the Designating Party may file by Order to Show Cause a motion to seal such Confidential Information or Attorneys' Eyes Only Information or the Designating Party and Receiving Party may submit a stipulation to the Court seeking to file the Confidential Information or Attorneys' Eyes Only Information under seal. The Confidential Information or Attorneys' Eyes Only Information shall not be filed until the Court renders a decision on the motion to seal or so orders the stipulation. In the event the motion to seal is granted or the stipulation is entered, all documents that are the subject of the

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order to seal shall be filed in sealed envelopes or other appropriate sealed containers on which shall be endorsed the caption of this Litigation, the words "FILED UNDER SEAL -- CONFIDENTIAL MATERIAL SUBJECT TO STIPULATION AND ORDER FOR THE PRODUCTION AND EXCHANGE OF CONFIDENTIAL INFORMATION" as an indication of the nature of the contents, and a statement in substantially the following form: "This envelope, containing documents that are filed in this case by (name of party) and is not to be opened nor are the contents thereof to be displayed or revealed other than to the Court, the parties, and their counsel of record, except by order of the Court or consent of all the parties. Violation hereof may be regarded as contempt of the Court." If the Designating Party does not file a motion to seal or if the Court denies the motion to accept the Confidential Information or Attorneys' Eyes Only Information under seal, the Receiving Party may file the Confidential Information or Attorneys' Eyes Only Information with the Court. If the Court otherwise refuses to accept the Confidential Information or Attorneys' Eyes Only Information, the party shall file the materials pursuant to paragraphs 13(b) or 13(c) below.

(b) As an alternative to the procedures set forth in paragraphs 13(a) or 13(c), any party shall submit to the Court any Documents or Testimony that contains Confidential Information or Attorneys' Eyes Only Information, including for the avoidance of any doubt, any pleading, brief or motion paper, including without limitation any notice or memorandum of law, affidavit or declaration in support of such motion, that attaches, affixes, summarizes, excerpts or in any way discloses Confidential Information or Attorneys' Eyes Only Information, by submitting such Documents or Testimony to the Part Clerk in sealed envelopes or other appropriate sealed containers on which shall be endorsed the caption of this Litigation, the words "FILED UNDER SEAL -- CONFIDENTIAL MATERIAL SUBJECT TO STIPULATION AND

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ORDER FOR THE PRODUCTION AND EXCHANGE OF CONFIDENTIAL INFORMATION" as an indication of the nature of the contents, and a statement in substantially the following form: "This envelope contains documents that are submitted but not to be filed." Such documents shall be returned by the Part Clerk upon disposition of the motion or other proceeding for which they were submitted.

(c) As an alternative the procedures set forth in paragraphs 13(a) and 13(b), any party wishing to provide the Court with any Documents or Testimony that contains Confidential Information or Attorneys' Eyes Only Information, including for the avoidance of any doubt, any pleading, brief or motion paper, including without limitation any notice or memorandum of law, affidavit or declaration in support of such motion, that attaches, affixes, summarizes, excerpts or in any way discloses Confidential Information or Attorneys' Eyes Only Information, shall redact all such Confidential Information or Attorneys' Eyes Only Information before submitting the papers to the public file. On the appropriate return date, or on any other date ordered by the Court, a fully unredacted copy of the motion papers shall be provided to the Court in Chambers labeled as follows: "SUBMITTED UNDER SEAL - UNREDACTED CHAMBERS COPY - REDACTED COPY FILED PURSUANT TO COURT ORDER." A fully unredacted copy of the motion papers also shall be provided to each of the parties in this litigation, subject to Paragraph 16, below. After such motion is decided, the Court may, in its discretion, return the "Unredacted Chambers Copy" to the moving party, who will maintain such documents pending the final outcome of the action, including any appeals, after which time the documents shall be disposed of pursuant to this Order.

14. Any matter containing Confidential Information or Attorneys' Eyes Only Information inadvertently produced without designation as to its confidential nature as provided

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in paragraphs 2, or 13, or both of this Order, may be so designated by the party asserting the confidentiality privilege by written notice to the undersigned counsel for the Receiving Party identifying the Document or Testimony as Confidential Information or Attorneys' Eyes Only Information within a reasonable time following the discovery that the Document or Testimony has been produced without such designation. If Confidential Information or Attorneys' Eyes Only Information has been inadvertently filed on the public record, upon learning of the inadvertent disclosure, the disclosing party shall immediately contact the Court to obtain the return of the Document(s) or Testimony, and if necessary, take all steps necessary to redress the disclosure and prevent further dissemination of the Confidential Information or Attorneys' Eyes Only Information.

15. The production or disclosure of Confidential Information or Attorneys' Eyes Only Information shall in no way constitute a waiver of any party's right to object to the production or disclosure of other information in this Litigation or in any other action.

16. To facilitate the confidential and secure exchange of information outside of the litigation setting, the NFL Parties have entered or may enter into confidentiality agreements with a number of their insurer(s) governing the provision by the NFL Parties of certain documents and other information to those insurers ("Non-Litigation Confidentiality Agreements"). This Order does not modify, diminish, or supersede, and the parties to such agreements shall continue to comply with, the provisions, restrictions, and protections of those Non-Litigation Confidentiality Agreements, including without limitation the terms in such agreements limiting the permitted uses of such documents and information and the persons or entities to whom such documents and information may or may not be disclosed. The NFL Parties confirm that they will not refuse to produce in this litigation documents or information solely because such documents or

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information were provided to one or more insurers pursuant to one or more Non-Litigation Confidentiality Agreements, although the NFL Parties reserve the right to object to the production of any such documents or information on any other grounds, including without limitation the attorney-client privilege, work-product doctrine, or any other applicable privilege or protection, as well as the right to object to any argument that such documents or information must be produced by the NFL Parties in this litigation on account of the fact that they were previously provided to one or more insurers pursuant to a Non-Litigation Confidentiality Agreement. The insurer parties to such Non-Litigation Confidentiality Agreements confirm that, before any of them attempts to make use in this litigation of any document or information provided to them pursuant to a Non-Litigation Confidentiality Agreement that has not been produced in this litigation by the NFL Parties, they will first work cooperatively with the NFL Parties to agree on procedures for such use that are consistent with the non-disclosure, non-waiver, use, and any other limitations set forth in the Non-Litigation Confidentiality Agreement and, failing such agreement, will permit the NFL Parties a reasonable opportunity to pursue judicial relief before attempting to use any such document or information.

17. Absent prior written consent of all parties, this Order shall continue to be binding after the conclusion of this Litigation except (a) that there shall be no restriction on Documents that are used as exhibits in Court or Testimony that was given in Court either in person or by deposition (unless such Documents or Testimony were used in a manner designed by the Court to protect their confidential status in accordance with this Order); and (b) that a party may seek the written permission of the Designating Party or further order of the Court with respect to dissolution or modification of this Order with respect to particular Documents or Testimony of the Producing Party.

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18. Nothing herein shall be deemed to waive any privilege or protection recognized by law, or shall be deemed an admission as to the admissibility in evidence of any facts or Documents or Testimony revealed in the course of this Litigation.

19. The inadvertent disclosure or production of any Document subject to the attorney-client privilege, work product doctrine, or any other privilege or protection ("Privileged Matter") shall not in and of itself waive the privilege or protection nor result in a subject matter waiver of any kind. Upon learning of the inadvertent production of Privileged Matter, the Producing Party must promptly give written notice to all counsel for the other parties that the Document(s) are, in whole or in part, Privileged Matter, were inadvertently produced and state the nature of the privilege. Upon receipt of such notice, all parties who received copies of the Document(s) identified in such notice shall within five (5) business days: (1) return to counsel for the Producing Party all such Documents; or (2) destroy or permanently delete all Documents and copies thereof and certify to counsel for the Producing Party that they have destroyed or permanently deleted all unreturned material. Except to the extent set forth herein: (a) this paragraph does not alter or modify the otherwise applicable requirements for establishing that a Document is subject to a privilege or protection; and (b) returning a Document pursuant to this paragraph does not waive or otherwise alter the right of a party to object to the basis of the privilege asserted or to bring a motion to compel the production of such a Document.

20. Any party or counsel that becomes aware of any actual or threatened disclosure of Confidential Information or Attorneys' Eyes Only Information to parties other than those provided for in paragraphs 6 and 7 above or any use of any Confidential Information or Attorneys' Eyes Only Information for purposes other than those set forth in paragraph 5 above or any other breach of this Order (collectively "Unauthorized Disclosure") shall promptly give

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notice to the other parties or producing counsel of such circumstances, including where applicable a reasonable description of the circumstances that led to the Unauthorized Disclosure. The party making the Unauthorized Disclosure, or if the Unauthorized Disclosure is made by a non-party, the party that provided the non-party with the Confidential Information or Attorneys' Eyes Only Information, shall immediately make every reasonable effort to prevent or redress the Unauthorized Disclosure and to prevent further Unauthorized Disclosure, and the parties shall cooperate in taking further actions to address the situation.

21. This Order is binding on all parties to this Litigation, including any person or entity that is joined as a party to this action after the entry of this Order. Joined parties shall be provided a copy of this Order within fifteen (15) days of their joinder.

22. Except to the extent prohibited by law or as stated below, within sixty (60) days after the final termination of this Litigation by settlement or exhaustion of all appeals, whichever is later, (the "Final Termination of the Litigation") all parties shall destroy, permanently delete, or return to the Producing or Designating Party all Confidential Information and Attorneys' Eyes Only Information produced or designated and all reproductions thereof. In the event that any party chooses to destroy physical objects, Documents and Testimony, each Receiving Party shall certify in writing within sixty (60) days of the Final Termination of this Litigation that it has undertaken its best efforts to destroy such materials, and that such materials have been destroyed to the best of its knowledge. In the event that any party chooses to permanently delete electronic materials, each Receiving Party shall certify in writing within sixty (60) days of the Final Termination of this Litigation that it has undertaken its best efforts to delete such materials, and that such materials have been deleted to the best of its knowledge. Subject to the next sentence:

(a) counsel of record for the parties may retain one copy of documents constituting work product,

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a copy of pleadings, motion papers, discovery responses, deposition transcripts, and deposition and trial exhibits and (b) each insurer may retain Confidential Information or Attorneys' Eyes Only Information in its records provided that such materials are maintained in a fashion reasonably designed to prevent the use or disclosure of such materials except for the purposes set forth in this Order. To the extent any party or other person entitled to retain Confidential Information or Attorneys' Eyes Only Information does so, such Confidential Information and Attorneys' Eyes Only Information shall remain subject to this Order. This Order shall not be interpreted in a manner that would violate any applicable canons of ethics or codes of professional responsibility. Nothing in this Order shall prohibit or interfere with the ability of counsel for any party, or of experts specially retained for this case, to represent any individual, corporation, or other entity adverse to any party or its affiliate(s) in connection with any other matters.

23. This Order is entered without prejudice to the right of any party to seek relief from, or modification of, this Order or any provisions thereof by properly noticed motion to the Court or to challenge any designation of confidentiality as inappropriate under the Civil Practice Law and Rules or other applicable law. This Order may be changed by further order of this Court, and is without prejudice to the rights of a party to move for relief from any of its provisions, or to seek or agree to different or additional protection for any particular material or information.

24. **THIS STIPULATION** may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

25. **IT IS FURTHER STIPULATED AND AGREED**, that a facsimile or e-mail/PDF copy of this Stipulation and its signature shall be sufficient to bind the signatory.

5/22/13 So ordered

JEFFREY K. OING  
J.S.C.